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NOTES OF CASES.

TAXATION—INTERSTATE COMMERCE ACT.—A State tax on that portion of the gross receipts of a railroad only partly within its borders, which corresponds to the proportion of the mileage within the State, is held, in *Cumberland & Pennsylvania R. Co. v. State* (Md.), 52 L. R. A. 764, not to be void as an interference with interstate commerce.

LANDLORD AND TENANT—GUARANTOR.—Neither the landlord's failure to collect the rent for fourteen months, nor his neglect to notify the guarantor of its non-payment, is held, in *Welch v. Walsh* (Mass.), 52 L. R. A. 782, to exonerate the latter, who has guaranteed the punctual payment of the rent, and promised in default thereof to pay the same on demand.

STREET RAILWAYS—NEWSBOYS.—A newsboy jumping on and off moving street cars to sell papers, without requesting the car to stop to receive or discharge him, and without receiving permission or asking leave or license, is held, in *Padgitt v. Moll* (Mo.), 52 L. R. A. 854, not to be a passenger toward whom the carrier is required to exercise a high degree of care.

INJUNCTION—DESTRUCTIVE TRESPASS.—The cutting and removal of timber from forest lands is held, in *Camp v. Dixon, Mitchell & Company* (Ga.), 52 L. R. A. 755, to be a destructive trespass which may be restrained by injunction, where the remedy at law is inadequate and incomplete, and the damages to the owner cannot be accurately and completely measured in money.

INSURANCE—NOTIFICATION TO COMPANY.—Mailing a sworn statement of knowledge and belief as to time and origin of fire within the time specified is held, in *Peabody v. Satterlee* (N. Y.), 52 L. R. A. 956, not to be sufficient if it is not received until the time has expired, under a policy providing that the insured "shall render" the statement within a certain time.

GAMBLING MACHINE NOT RECOVERABLE BY REPLEVIN.—A slot machine seized by police officers under statutory authority for the prevention of crime, which was designed to be used in violation of the gambling laws, and incapable of being put to any legitimate use, is held, in *Board of Police Commissioners v. Wagner* (Md.), 52 L. R. A. 775, not to be recoverable by an action of replevin.

CONTRACTS—FALSE REPRESENTATIONS.—Representations made for the purpose of procuring a contract, with the intent that they shall be acted on, without knowledge whether they are true or not, are held, in *Simon v. Goodyear Metallic Rubber Shoe Company* (C. C. A. 6th C.), 52 L. R. A. 745, to be within the rule that a contract procured by false representations may be disaffirmed.